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Producers BS (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE v.5

PAID UP OIL AND GAS LEASE

(No Surface Use)

30

THIS LEASE AGI	THIS LEASE AGREEMENT is made this du day of Hug-St				, 2008, by and between			
Ghales t	taned a	a Abder	- Rahma	Elhanad	5044	a synch	felso.	
whose addresss is	Y SERVICES, L.L.C. Lessee, but all other ion of a cash bonus	r provisions (Includir s in hand paid and	ge. Sulte 1870 ng the completic	Dallas Texas 7520 on of blank spaces) w	1. as Lessee. / ere prepared jo	Il printed portion	is of this lease were pr	
C189 ACRE	S OF LAND, M	ORE OR LESS,	BEING LOT	r(s) <u> (</u>)			, BLOCK_	F
OUT OF THE	Joy Joy	£H	TARRANT (COUNTY, TEXA	S, ACCORD LAT RECOF	ADDITION, ING TO THA IDS OF TAR	, BLOCK_ AN ADDITION TO AT CERTAIN PLA RANT COUNTY,) THE CITY OF IT RECORDED TEXAS.
in the County of Tarra reversion, prescription substances produced commercial gases, as land now or hereafter of Lessor agrees to execu- of determining the amo-	or otherwise), for the In association there well as hydrocarbon owned by Lessor wh Ite at Lessee's reque	ne purpose of explo with (including geo gases. In addition loth are contiguous est any additional or	ring for, develo physical/seisml to the above-d or adjacent to ti supplemental ir	c operations). The escribed leased prer he above-described to tairuments for a more	lerm "gas" as nises, this lease eased premises complete or ac	used herein in also covers ac and, in conside curate description	cludes hellum, carbon cretions and any small eration of the aforemen on of the land so covers	dioxide and other strips or parcels or strips or parcels or strips or the purpose ad. For the purpose
as long thereafter as of otherwise maintained in otherwise maintained in 3. Royalilles on a separated at Lessee's Lessor at the wellhead the wellhead market proposed the wellhead market production, severance, Lessee shall have the no such price then previbe same or nearest primore wells on the lease are wailing on hydraulid be deemed to be productioner from is not being Lessor's credit in the dwhite the well or wells a is being sold by Lesse following cessation of sterminate this lease.	I or gas or other sub- n effect pursuant to the offect pursuant to the offect pursuant to the offect gas and other su- separator facilities, to redict then prevailing in continuous or other excise taxes continuing right to purvailing in the same five eding date as the eding date as the eding in paying quanticing in paying quanticing in paying quanticing the prository designated are shut-in or product from another well of the properties of paying and the shut-in or product from another well of the properties of paying and the shut-in or product from another well of the properties of the properties of the product of	stances covered he he provisions hereof hestances produced the royalty shall be at the oil purchase in the same field (o grade and gravity). "O of the same field (o grade and gravity) of the same field, then in the neadate on which Less a pooled therewith a tillies for the purposen Lessee shall pay the below, on or befor the nead the control of the purposen Lessee shall pay the look well on the feas roduction. Lessee's	reby are production and saved here is transportation of the proceeds real urred by Lessentilon at the previous are commences re capable of election at the previous are either as the commences are dependent of election at the previous and the previous are all the properties of the product of the product and the previous and the previous areas and the previous and the previous and the previous and the previous areas and the previous and the previous and the previous and the previous areas and the previous and the previous areas and the previous a	eunder shall be pald In facilities, provided such price then prev including casing her lized by Lessee froi a in delivering, proce- calling wellhead mark ch there is such a pr its purchases hereur lher producting oil or rut-in or production fi go this lease. If for a of one dollar per ac id 90-day period and Lessee; provided the lands pooled therew erly pay shut-in roya	by Lessee to Lo (25 %) that Lessee she alling in the sar at gas) and all me the sale their saling or otherwelter, and (c) if a gas or other suffered from is not the control of 90 corrections of the control of 100 corrections of 100 correctio	ed premises or f essor as follows: of such produce il have the conti- ne field, then in other substance eof, less a pro- se marketing su- production of sit- ursuant to comp- if the end of the estances covered being sold by Le is before each an otherwise being ayalty shall be d Lessee (lable to	rom lands pooled there (a) For oil and other (b) For oil and other (a) For oil and other (b) Idon, to be delivered at nuling right to purchase the nearest field in wit es covered hereby, t portionate part of ad ch gas or other substa millar quality in the sam arable purchase contra primary term or any tin d hereby in paying qua ssee, such well or well uch well or well or well uch well or wells are s such payment to be m niversary of the end of maintained by operative uch until the end of the t the amount due, but	ilquid hydrocarbons it Lessee's option to a such production at all the reyalty shall be valorem taxes and ances, provided that acts entered into on the thereafter one or nitites or such wells a shall nevertheless hut-in or production ade to Lessor or to feald 90-day period ons, or if production 90-day period next shall not operate to
be Lessor's depository draft and such paymen address known to Less payment hereunder, Le	agent for receiving p ts or tenders to Less ee shall constitute p ssor shall, at Lessee	ayments regardless sor or to the deposit roper payment. If the 's request, deliver to	of changes in L ory by deposit i ne depository st Lessee a prop	he ownership of said in the US Malls in a s nould liquidate or be ser recordable instrun	land, Ali payme stamped envelo- succeeded by a nent naming and	nts or tenders more addressed to nother institution at the institution a	the depository or to the or for any reason fall	y, or by check or by le Lessor at the last or refuse to accept eceive payments.

lands pooled therewith, or If all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production nevertheless remain in force if Lessee commences operations for reworking an existing well or for driffing an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells excent as expressly provided begin

leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to dritt exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 840 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barret and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barret and "gas well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barret and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barret, based on 24-hour production feet conducted under normal producting conditions using standard lease separator facilities or equivalent leating equipment; and the term "horizontal completion" means an oil well in which the horizontal comp Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Peoling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate i such part of the leased premises.

The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the 8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee until 60 days has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly of separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafte arising with respect to the transferred interest, and failure of the transferred to salisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease, the obligation in a pay or tender shut-in royalties interest in all or any portion of the real acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released if Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalities shall be proportionately reduced.

in accordance with the net acreage interest retained hereunder.

In accordance with the net acreage interest retained hereunder.

10. In exploring for, developing, producing and marketing oil, gas-and other substances covered hereby on the teased premises or lands pooled or unitized herewith, it primary ant/for enhanced recovery. Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines tanks, water wells, disposal wells, injection wells, pils, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, afore, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other tands used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and in commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during

equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to

water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabolage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or fallure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of life lease when drilling, production or other operations are so prevented, delayed or interrupted.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party effering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming affective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

13. No illigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee falls to remedy the breach or default, within such period. In the event the matter is illigated and there is a final judicial determination that a breach or default and Lessee falls to do so.

14. For the same consideration re

June 07, 2010

other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend little conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-n royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's tille, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until

Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lesse, Lessee shall not have any rights to use the surface of the lessed premises for drilling or other

operations

his tease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original. DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this tease is executed to be offective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's

heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor. LESSOR (WHETHER ONE OR MORE) Shall ham **ACKNOWLEDGMENT** as, acknowledged before me on the 2008. day of BRADLEY ZHANEL , Public, State of Texas Commission Expires June 09, 2010 STATE OF COUNTY OF This Instrument was acknowledged before me on the BRADLEY ZHANE! Notary Public, State of Texas My Commission Expires

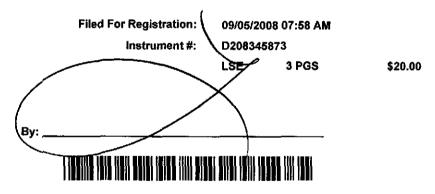


DALE PROPERTY SERVICES LLC ATTN: ANN VANDENBERG 2100 ROSS AVE, STE 1870, LB-9 DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.



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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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